

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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NATASHA PIERRE on behalf of K.G.,

Case No. 7:24-cv-04436

Plaintiff,

-v-

JP MORGAN CHASE BANK, N.A., TD  
BANK, N.A., DISCOVER FINANCIAL  
SERVICES, INC., BANK OF AMERICA,  
N.A., FIRST PREMIER BANK, N.A.,  
BARCLAYS BANK DELAWARE, AND  
CITIBANK, N.A.,

**DEFENDANT BARCLAYS BANK  
DELAWARE’S ANSWER TO  
PLAINTIFF’S COMPLAINT WITH  
AFFIRMATIVE DEFENSES**

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Defendants.

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COMES NOW Defendant Barclays Bank Delaware (“Barclays”), by and through its undersigned counsel, and answers Plaintiff Natasha Pierre, on behalf of K.G.’s (“Plaintiff”) Complaint (the “Complaint”) as follows:

**AS TO “INTRODUCTION”**

1. Paragraph 1 of the Complaint asserts conclusions of law, and therefore no response is required. To the extent a response is required, Barclays admits only that Plaintiff brings this action alleging violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"), but denies that it violated the FCRA and denies that Plaintiff is entitled to any of the relief requested therein. Barclays denies any remaining allegations asserted in Paragraph 1.

**AS TO “JURISDICTION AND VENUE”**

2. In response to Paragraph 2 of the Complaint, Barclays admits that Plaintiff has alleged jurisdiction pursuant to 15 U.S.C. § 1681p. Barclays states that this is a legal conclusion which is not subject to denial or admission.

3. In response to Paragraph 3 of the Complaint, Barclays admits that Plaintiff has alleged that venue in this District is proper pursuant to 15 U.S.C. § 1391(b)(2). Barclays states that this is a legal conclusion which is not subject to denial or admission.

4. In response to Paragraph 4 of the Complaint, to the extent the allegations are directed against Barclays, they are denied. To the extent the allegations are directed against another Defendant, Barclays lacks information or knowledge sufficient to form a belief as to the truth of the allegations and therefore denies them.

#### **AS TO “PARTIES”**

5. Paragraph 5 of the Complaint asserts conclusions of law regarding the FCRA, which are not subject to admission or denial. To the extent a response is required, Barclays denies any allegation or conclusion of law inconsistent with the plain text of the FCRA. In further response, Barclays is without knowledge or information sufficient to form a belief as to the truth of the allegations concerning Plaintiff’s residence, and on that basis, denies generally and specifically, each and every allegation contained therein. Barclays denies any remaining allegation not specifically admitted herein.

6. Paragraph 6 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

7. Paragraph 7 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

8. Paragraph 8 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

9. Paragraph 9 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

10. Paragraph 10 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

11. The allegations of Paragraph 11 are admitted in part and denied in part. It is admitted that Barclays Bank Delaware, is a Delaware Corporation that does business in this district. Barclays lacks knowledge or information as to Plaintiff's definition of a "foreign entity" and therefore, the allegation is denied. The remaining allegation that Barclays is a "furnisher of information" within the meaning of the FCRA, is a legal conclusion that is not subject to admission or denial. To the extent a response is required, Barclays denies any allegation or conclusion of law inconsistent with the plain text of the FCRA. Barclays denies any remaining allegation not specifically admitted herein.

12. Paragraph 12 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on

that basis, denies generally and specifically, each and every allegation contained therein.

**As to “Plaintiff’s Claims Against Defendants Pursuant to  
the Fair Credit Reporting Act”**

13. In response to paragraph 13 of the Complaint, Barclays is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies generally and specifically, each and every allegation contained therein.

14. In response to paragraph 14 of the Complaint, Barclays is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies generally and specifically, each and every allegation contained therein.

15. In response to paragraph 15 of the Complaint, Barclays is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies generally and specifically, each and every allegation contained therein.

16. In response to paragraph 16 of the Complaint, Barclays is without knowledge or information sufficient to form a belief as to the truth of the allegations, and on that basis, denies generally and specifically, each and every allegation contained therein.

17. In response to paragraph 17 of the Complaint, to the extent the allegations are directed against Barclays, they are denied. To the extent the allegations are directed against a party other than Barclays, Barclays lacks information or knowledge sufficient to form a belief as to the truth of the allegations and therefore denies them.

18. Paragraph 18 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, the allegations refer to a writing, the contents of which speaks for itself. Barclays denies any allegations inconsistent with the plain text of said writing, and is without knowledge or information sufficient to form a belief as to the veracity of said writing. On that basis Barclays denies, generally and specifically,

each and every allegation contained therein.

19. Paragraph 19 of the Complaint refers to a writing, the contents of which speaks for itself. Barclays denies any allegations inconsistent with the plain text of said writing, and is without knowledge or information sufficient to form a belief as to the veracity of said writing. On that basis Barclays denies, generally and specifically, each and every allegation contained therein.

20. Paragraph 20 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

21. Paragraph 21 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

22. Paragraph 22 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

23. Paragraph 23 of the Complaint is directed against a party other than Barclays, and therefore no response is required. Barclays denies any allegations inconsistent with the plain text of said writing, and is without knowledge or information sufficient to form a belief as to the veracity of said writing. On that basis Barclays denies, generally and specifically, each and every allegation contained therein.

24. Paragraph 24 of the Complaint refers to a writing, the contents of which speaks for itself. Barclays denies any allegations inconsistent with the plain text of said writing, and is without knowledge or information sufficient to form a belief as to the veracity of said writing. On that basis Barclays denies, generally and specifically, each and every allegation contained therein.

25. Answering Paragraph 25 of the Complaint, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

26. To the extent the allegations of Paragraph 26 are directed against Barclays, they are denied. To the extent the allegations are directed against a party other than Barclays, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

27. Paragraph 27 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

28. To the extent the allegations of Paragraph 28 are directed against Barclays, they are denied. To the extent the allegations are directed against a party other than Barclays, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

29. To the extent the allegations of Paragraph 29 are directed against Barclays, they are denied. To the extent the allegations are directed against a party other than Barclays, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

30. To the extent the allegations of Paragraph 30 are directed against Barclays, they are denied. To the extent the allegations are directed against a party other than Barclays, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

31. To the extent the allegations of Paragraph 31 are directed against Barclays, they are denied. To the extent the allegations are directed against a party other than Barclays, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

32. To the extent the allegations of Paragraph 32 are directed against Barclays, they are denied. To the extent the allegations are directed against a party other than Barclays, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

**AS TO “CAUSE OF ACTION  
VIOLATIONS OF THE FCRA BY  
FURNISHER DEFENDANTS”**

33. Paragraph 33 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without

knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

34. Paragraph 34 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

35. Paragraph 35 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

36. Paragraph 36 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

37. Paragraph 37 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies generally and specifically, each and every allegation contained therein.

38. Answering Paragraph 38 of the Complaint, including subparts (a) through (d), denied.

39. Paragraph 39 of the Complaint is directed against a party other than Barclays, and therefore no response is required. To the extent a response is required, Barclays is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on



that basis, denies generally and specifically, each and every allegation contained therein.

#### **AS TO “WHEREFORE”**

Barclays denies each and every allegation contained in the unnumbered “Wherefore” clause following Paragraph 39, and denies any liability whatsoever. Barclays further denies that Plaintiff is entitled to any damages, costs, fees, or other relief from or against Barclays as enumerated in subparagraphs 1 and 2. Barclays demands judgment in its favor and against Plaintiff, together with such other relief, including costs and attorneys’ fees, as the Court deems just and proper.

#### **AS TO “DEMAND FOR A TRIAL BY JURY”**

Barclays admits that Plaintiff has demanded a trial by jury, but denies that Plaintiff is entitled to a jury trial.

#### **AFFIRMATIVE DEFENSES**

Having answered the Complaint, Barclays asserts the following affirmative defenses. By asserting these defenses, Barclays does not assume the burden of proof where it otherwise rests with Plaintiff.

##### **FIRST AFFIRMATIVE DEFENSE**

Plaintiff’s claims are subject to binding arbitration pursuant to the arbitration agreement contained in the terms and conditions governing any credit card account issued by Barclays to Plaintiff. Barclays reserves the right to compel arbitration of the claims contained in the Complaint pursuant to the applicable agreement agreed to by Plaintiff.

##### **SECOND AFFIRMATIVE DEFENSE**

Plaintiff fails to state any claim upon which relief may be granted.

##### **THIRD AFFIRMATIVE DEFENSE**

Plaintiff’s claims are barred by the doctrine of release and/or waiver.

#### **FOURTH AFFIRMATIVE DEFENSE**

Plaintiff is barred from relief against Barclays inasmuch as any alleged harm suffered by Plaintiff was not caused in fact or proximately caused by any act or omission of Barclays.

#### **FIFTH AFFIRMATIVE DEFENSE**

To the extent that Plaintiff has suffered any damages as a result of the matters alleged in the Complaint, Plaintiff failed to mitigate his damages, if any.

#### **SIXTH AFFIRMATIVE DEFENSE**

Any and all damages sustained by Plaintiff are the direct result of his own actions or omissions or the acts or omissions of unrelated third parties over which Barclays has no control.

#### **SEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, by the doctrines of unclean hands, estoppel, laches, acquiescence, and other doctrines of equitable relief.

#### **EIGHTH AFFIRMATIVE DEFENSE**

Barclays has acted in good faith and not willfully, maliciously, recklessly, wantonly, and/or negligently.

#### **NINTH AFFIRMATIVE DEFENSE**

Barclays has acted with due care at all times and complied with all applicable laws, regulations, and standards and otherwise acted reasonably.

#### **TENTH AFFIRMATIVE DEFENSE**

Barclays has not violated any duty or obligation owed to Plaintiff under common law, statute, any applicable contract, or other authority.

#### **ELEVENTH AFFIRMATIVE DEFENSE**

To the extent Plaintiff claims Barclays willfully violated the FCRA, which Barclays denies, any purported violation was not willful because Barclays's interpretation of the FCRA is not objectively unreasonable. See, e.g., *Safeco Ins. Co. of Am. v. Burr*, 551 U.S. 47, 70 (2007).

#### **TWELFTH AFFIRMATIVE DEFENSE**

The FCRA does not provide a private right of action for the furnishing of inaccurate information and though framed as investigation claims, Plaintiff's claims are in fact based on the reporting of information.

#### **THIRTEENTH AFFIRMATIVE DEFENSE**

Plaintiff lacks Article III standing to pursue these claims.

#### **FOURTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred due to an absence of any actual damages. Hence, any statutory damages constitute an excessive fine and violate Barclays's rights under the Due Process and Takings Clause of the United States Constitution and/or applicable state constitutions.

#### **FIFTEENTH AFFIRMATIVE DEFENSE**

Plaintiff has not sufficiently alleged, and cannot establish, malice, willfulness, or negligence on the part of Barclays.

#### **SIXTEENTH AFFIRMATIVE DEFENSE**

Plaintiff is not entitled to punitive damages.

#### **SEVENTEENTH AFFIRMATIVE DEFENSE**

To the extent Barclays was required to investigate Plaintiff's purported disputes, Plaintiff failed to provide Barclays with sufficient information to enable it to perform a reasonable investigation of the alleged disputes. See, e.g., *Westra v. Credit Control of Pinellas*, 409 F.3d 825, 827 (7th Cir. 2005).

#### **EIGHTEENTH AFFIRMATIVE DEFENSE**

The Complaint, and each claim and cause of action set forth therein, is barred in whole or in part by the applicable statutes of limitation, including, but not limited to, 15 U.S.C. §

1681p.

**NINETEENTH AFFIRMATIVE DEFENSE**

Barclays is entitled to its attorneys' fees pursuant to 15 U.S.C. § 1681n(c) and § 1681o(b).

**TWENTIETH AFFIRMATIVE DEFENSE**

Barclays reserves the right to assert additional defenses at such time and to such extent as warranted by discovery and the factual developments of this case.

Dated: July 3, 2024

HOLLAND & KNIGHT, LLP

A handwritten signature in blue ink that reads "Jonathan Marmo".

By: Jonathan Marmo, Esq.  
1650 Market Street, Suite 3300  
Philadelphia, PA 19103  
Tel: (215) 252-9568  
Email: Jonathan.Marmo@hklaw.com

*Attorneys for Defendant Barclays Bank Delaware*

**CERTIFICATE OF SERVICE**

I hereby certify that on July 3, 2024, I filed the foregoing Defendant Barclays Bank Delaware's Answer to Plaintiff's Complaint with Affirmative Defenses using the Court's ECF system, which causes a copy to be emailed to all counsel of record.

A handwritten signature in blue ink that reads "Jonathan Marmo". The signature is written in a cursive, flowing style.

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Jonathan Marmo